

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER,  
HARYANA REAL ESTATE REGULATORY AUTHORITY  
GURUGRAM**

**Complaint no. : 1456 of 2021**

**Date of decision : 25.10.2021**

AJAY DHAR AND  
SHIVANI DHAR  
R/O : b-8, The Divine Villa,  
Shanti Kunj, Vasant Vihar  
New Delhi-110092

**Complainants**

**Versus**

M/S INTERNATIONAL LAND  
DEVELOPERS PVT. LTD.  
ADDRESS : ILD Trade centre,  
Sector-47, Sohna Road,  
Gurugram.

**Respondent**

**APPEARANCE:**

For Complainants:

Mr. Naveen- Advocate

For Respondent:

Mr. Pankaj Chandola- Advocate

**ORDER**

1. This is a complaint filed by Ajay Dhar and Shivani Dhar (also called as buyers) under section 31 of The Real Estate



(Regulation and Development) Act, 2016 (in short, the Act of 2016) read with rule 29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) against respondent/developer.

2. As per complainants, on 27.11.2013, they jointly booked a flat in project "**Arete**", situated at sector-33, Sohna, Gurugram and paid Rs 3,00,000 as booking amount. The respondent vide allotment letter dated 05.04.2013 allotted unit C-1001 in Tower C admeasuring 1325 sq. ft. for a total sale consideration of Rs 75,60,925 /- including BSP, EDC, IDC etc. A builder buyer agreement (BBA) was executed on 22.08.2014.
3. As per the Clause 10.1 of BBA, possession of said unit was proposed to be delivered within 48 months from the date of BBA, with grace period of 6 months. The respondent failed to complete the construction work and consequently failed to deliver the same till date.
4. As per the payment plan opted by the complainants, they made timely payment of Rs 51,03,405 i.e. almost 80 % of the agreed sale consideration, along with miscellaneous and additional charges etc, but to their utter dismay the

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possession of the apartment has not been delivered in finished manner as agreed in buyer's agreement.

5. Contending that the respondent has breached the fundamental term of the contract, by inordinately delaying the delivery of the possession, the booking of the unit was made in the year 2013 and till date, construction of the project has not even started, the complainants have sought refund of entire amount of Rs 51,03,405 /- paid by them along with interest @ 18 % p.a.
6. The particulars of the project, in tabular form are reproduced as under:

S.No.	Heads	Information
<b>PROJECT DETAILS</b>		
1.	Project name and location	"Arete", situated at sector-33, Sohna, Gurugram
2.	Project area	11.6125 acres
3.	Nature of the project	Residential Colony
4.	DTCP license no. and validity status	44 of 2013 dated 04.06.2013 valid up to 03.06.2019
5.	Name of licensee	International Land Developers Pvt. Ltd.

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6.	RERA Registration	Registration No. 06 of 2019 dated 08.02.2019
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**UNIT DETAILS**

1.	Unit no	C-1001
2.	Carpet area	1325 sq. ft.
3.	Date of Booking	27.11.2013
4.	Date of Buyer's Agreement	22.08.2014
5.	Due Date of Delivery of Possession As per the Clause 10.1 of buyer's agreement, the possession of the unit was proposed to be delivered within 48 months from the date of buyer's agreement, with further grace period of 6 months..	22.08.2018
6.	Delay in handing over of possession till date	3 years 02 months

**PAYMENT DETAILS**

7.	Total sale consideration	Rs 75,60,925 /-
8.	Amount paid by the complainants	Rs 51,03,405 /-
9.	Payment Plan	Construction linked

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10. After service of notice of complaint, respondent appeared through its counsel on 05.04.2021. Same was directed to file written reply within in two weeks before the next date, which was 01.09.2021. The respondent failed to file the reply and accordingly its defence was struck off vide order dated 01.09.2021.
11. In absence of any written reply on behalf of respondent, contradicting plea taken by the complainants, claim of latters is presumed to have been admitted. As per complainants, the respondent was bound by agreement to handover possession of unit in question till 22.08.2018 and project is nowhere near completion. The respondent has failed to deliver possession, without any explanation.
12. Complaint in hands is thus, allowed and respondent is directed to refund the amount received from the complainants i.e. Rs 51,03,405 /- to the latters, within 90 days from today, alongwith interest @ 9.30% p.a. from the date of each payment till its realisation. A cost of Rs 50,000 is also imposed upon respondent to be paid to complainants.

**25.10.2021**

**(RAJENDER KUMAR)**

**Adjudicating Officer**

**Haryana Real Estate Regulatory Authority**

**Gurugram**